

Official Record

Recording requested By
LINCOLN COUNTY POWER DIST #1

Lincoln County - NV
Leslie Boucher - Recorder

Fee: \$54.00 Page 1 of 16
RPTT: Recorded By: AE
Book- 292 Page- 0690



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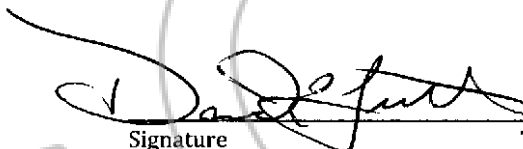
Non-Exclusive Utility Easement

Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (NRS 239B.030)

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law:
_____ (state specific law)

 _____
Signature Title General Manager

Signature Title

February 17, 2015
Date

Grantees address and mail tax statement:

HC 74. Box 101

Pioche, NV 89043



PARKS 2, REM, 4985, 14251
A.P.N.: 012-020-08
Lincoln County

Recording Requested by and Return To:
THE DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246

NON-EXCLUSIVE UTILITY EASEMENT

LINCOLN COUNTY POWER DISTRICT #1

POWER FACILITIES FOR CATHEDRAL GORGE STATE PARK

This Non-Exclusive Easement is made and entered into this 14 day of November, 2014 by and between the STATE OF NEVADA, acting through the NEVADA DIVISION OF STATE LANDS, for and on behalf of the NEVADA DIVISION OF STATE PARKS, hereinafter referred to as GRANTOR, and LINCOLN COUNTY POWER DISTRICT #1, hereinafter referred to as GRANTEE:

WHEREAS, GRANTOR owns Lincoln County Assessor Parcel Number 012-020-08; and

WHEREAS, GRANTEE previously held a Temporary Right-of Entry Authorization for construction of a power line, which expired on August 1, 2014, on portions of state land to serve the campground in Cathedral Gorge State Park with additional power; and

WHEREAS, electrical power has been provided by GRANTEE to other portions of the State Park without benefit of a previous authorization; and

WHEREAS, GRANTEE desires to obtain an easement for purposes of maintaining a power line and above ground support equipment for a single line to the campground, leach field and other facilities on state land; and



WHEREAS, NRS 322.050 and 322.060 gives the Administrator of the Division of State Lands the authority to grant easements over or upon any land owned by the State of Nevada;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, GRANTOR does hereby grant to GRANTEE a Non-Exclusive Easement for the purposes stated above, hereinafter referred to as "the Project," upon, over, across and/or through the following described property, together with the right to enter upon the property to construct, reconstruct, inspect, maintain, and repair structures and to remove bushes, undergrowth or other obstructions interfering with the location, construction and maintenance, in whole or in part, at will upon, under, across and/or through a portion of that certain property situate in Section 31, T. 1 S., R. 68 E., and Section 6, T. 2 S., R. 68 E., M.D.M., as shown on **EXHIBIT A** attached hereto and by reference made a part hereof. The location of the Project is described in the legal description attached hereto as **EXHIBIT B** and by reference made a part hereof.

IN FURTHER CONSIDERATION for the granting of this Non-Exclusive Easement, GRANTEE, its successors and assigns and/or its agent(s) and contractor(s), understands and agrees to the following specific conditions:

1. **PURPOSE**: The property described herein may be used by GRANTEE solely for the Project. The Project shall be executed in accordance with the plans originally approved by the Division of State Lands on April 29, 2014, incorporated herein and by reference made a part hereof.

2. **JURISDICTION OF STATE**: The Non-Exclusive Easement for the Project extends only to the areas described in **EXHIBITS A and B** and shall not be construed to authorize access across private lands. If GRANTEE needs to utilize other portions of the property not granted to



it through this Non-Exclusive Easement, a permit, license, easement or other authorization to do so is required.

3. **CONSIDERATION:** Pursuant to NRS 322.140 (2) (b), the State Land Registrar has waived the fee for issuance of this Authorization, because the Project provides power service solely to a state facility and causes no essential change in or damage to the state land.

4. **PERMITS:** This Non-Exclusive Easement is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. GRANTEE agrees to obtain and adhere to the conditions of the necessary permits.

5. **INDEMNIFICATION:** GRANTEE, its successors and assigns, and/or agent(s) or contractor(s) as Indemnitors agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, claims, actions, damages, expenses, or for loss of life or property resulting from, or in any way connected with the conditions or use of the premises by Indemnitors covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the installation and maintenance of the Project. This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification.

6. **LIMITED LIABILITY:** GRANTOR will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41.

7. **INSURANCE; CONTRACTORS AND SUB-CONTRACTORS:** This provision is applicable to all Non-Governmental Entities engaged to work on the premises granted by this Non-Exclusive Easement and does not apply to any GRANTEE considered a Public Entity. GRANTEE agrees to carry and to require their contractors and sub-contractors to carry their own General



Liability Insurance Policy issued by an insurance company authorized to do business in the State of Nevada and which is currently rated by A. M. Best as A-VII or better. The insurance policy is to be kept in full force and effect during the term of this Non-Exclusive Easement. Such insurance policy shall be at the minimum, in the amount of \$1,000,000 per occurrence for bodily injury and property damage and shall via an endorsement, name the *State of Nevada, its officers, employees and agents as additional insureds* for all liability arising from the use of state land. Each liability insurance policy shall also provide for a waiver of subrogation as to all additional insured's. GRANTEE agrees to provide and to require their contractors and sub-contractors to provide to the State of Nevada the Accord 25 Certificate of Insurance as proof of the insurance and an Additional Insured Endorsement, signed by an authorized insurance company representative, to evidence the endorsement of the State as additional insured. **The Certificate of Insurance and Additional Insured Endorsement shall be provided by each contractor and sub-contractor prior to their entry upon state property and be sent to:**

**Rick Murray, Land Agent
Nevada Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, Nevada 89701**

8. PLANS AND PHOTOGRAPHS: The Project and related activities must be completed in accordance with the approved application and plans on file in the office of the Division of State Lands. The Division of State Lands must be notified if any alterations to the approved plans which would substantially affect the land are made or proposed prior to commencement of or during any work on the Project and related activities. The Division of State Lands reserves the right to prohibit said alterations.



9. INSPECTION: GRANTOR retains the right to inspect the Project at any time. GRANTEE agrees to notify GRANTOR at least FIVE (5) business days prior to the commencement and termination of any activities on the property to allow interested agencies the opportunity to inspect the Project.

10. EXISTING EASEMENTS: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to require contractors to use caution when constructing and placing the Project and supporting equipment because of the possibility of additional utility laterals not known, and to be responsible for damage caused to any other utilities located upon state land located with this Non-Exclusive Easement. The legally required offsets from any existing gas, electric, water and/or communication lines shall be maintained at all times.

11. HISTORIC DISCOVERIES: If prehistoric or historic remains or artifacts are discovered during any work performed within the Non-Exclusive Easement, work will be temporarily halted and the State Historic Preservation Office at (775) 684-3448 as well as the Division of State Lands at (775) 684-2720 shall be notified. GRANTEE will heed to the responsibilities required under Section 106 of the National Historic Preservation Act of 1966, as amended.

12. DAMAGE TO STATE LAND: GRANTEE, its successors and assigns, and/or its agent(s) or contractor(s) understands and agrees to pay for and be responsible for all direct or indirect damages to the real property, improvements, and personal property of GRANTOR caused by GRANTEE during any construction, re-location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of the Project, and further agrees to return the land to its pre-project condition upon completion of the work.



13. MAINTENANCE: GRANTEE, its successors and assigns, shall be responsible for all maintenance of the Project owned by GRANTEE and within the Non-Exclusive Easement and understands and agrees that the Project must be maintained in good repair at all times.

14. ENVIRONMENTAL CONDITIONS: GRANTEE, its successors and/or its agent(s) or contractor(s) understands and agrees to maintain the Project within the Nevada Division of Environmental Protection's Best Management Practices guidelines to the extent that these guidelines do not conflict with Environmental Conditions as required by the Federal Energy Regulatory Commission.

15. WARRANTIES: GRANTOR makes no warranty as to the condition of or the adequacy of the property for the proposed uses of GRANTEE.

16. NOTICES: All notices under this Non-Exclusive Easement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to GRANTOR and to GRANTEE at their respective addresses set forth below or to such other address as may hereafter be designated by either party in writing:

GRANTOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Ste. 5003
Carson City, Nevada 89701

GRANTEE'S ADDRESS:

Lincoln County Power District #1
H.C. 74 – Box 101
Pioche, NV 89043

17. FURTHER AUTHORIZATIONS: Further authorization from the Division of State Lands is required prior to commencement of any future work or activities at locations other than that described in **EXHIBITS A and B.**

18. TERMINATION: Either party shall have the right to terminate this Non-Exclusive Easement in whole or in part any time during the term hereof, provided, however, that either party shall give NINETY (90) days written notice of election to terminate. Upon termination, the land



will be returned to as near as its original condition as possible. The GRANTEE, its successors and assigns, understands and agrees that at the termination of this Non-Exclusive Easement the Project will be removed by GRANTEE, if so requested by GRANTOR, and the land restored to its pre-project condition. Any and all right, title or interest in this Non-Exclusive Easement must be quitclaimed by instrument to the GRANTOR within a reasonable time, without claim or demand of any kind from GRANTOR. Except as might otherwise be provided for, any expenses for removal of the Project and for the restoration of the land will be borne by GRANTEE, its successors and assigns at no expense or cost to the GRANTOR.

19. TERM AND DISCONTINUATION: This Non-Exclusive Easement shall continue so long as the same may be necessary and required for the purposes for which it was granted unless terminated sooner by another provision. If at any time the GRANTEE should discontinue said use for a period of ONE (1) year this Non-Exclusive Easement shall thereupon terminate and all right, title and interest therein shall revert to GRANTOR, its successors and assigns.

20. COMPLIANCE TO CONDITIONS: Failure to concur with or comply with any of the conditions contained herein will cause this Non-Exclusive Easement to become invalid and shall require the removal of the Project and appurtenances. All right, title and interest in the Non-Exclusive Easement shall revert to GRANTOR. GRANTEE agrees to provide a copy of this Non-Exclusive Easement to its contractors prior to entering and beginning any work on the property described herein.

21. WAIVER: The failure of GRANTOR to insist upon strict performance of any of the covenants and agreements to this Non-Exclusive Easement or to exercise any option herein conferred in anyone or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.



22. SURVIVAL: This Non-Exclusive Easement, and all of the terms hereof, shall inure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the GRANTEE are, and shall continue to be, joint and several.

23. ENTIRE AGREEMENT: This Non-Exclusive Easement and conditions incorporated herein contain all of the agreements between the parties with respect to the matters contained herein. No prior agreement, understanding or verbal statement made by any party is a part hereof. No provisions of the Non-Exclusive Easement may be amended or modified in any manner whatsoever unless incorporated in writing and executed by both parties. When executed by the GRANTOR and GRANTEE, this Non-Exclusive Easement shall be binding upon GRANTOR and GRANTEE, their successors and assigns.

24. AMENDMENT OR MODIFICATION: This Non-Exclusive Easement may be amended or modified at any time with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

25. SEVERABILITY: If any term or provision of this Non-Exclusive Easement, or the application thereof to any person or circumstance shall, to any extent, be determined by judicial order or decision to be invalid or unenforceable, the remainder of this Non-Exclusive Easement or the application of such term or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable shall not be affected thereby, and each term and provision of this Non-Exclusive Easement shall be valid and shall be enforced to the fullest extent permitted by law.

26. GOVERNING LAW: This Non-Exclusive Easement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.



27. VENUE: Any lawsuit brought to resolve a dispute arising from this Non-Exclusive Easement must be brought either in the location of the Project or in Carson City, Nevada.

28. RECORDING: This Non-Exclusive Easement may be recorded in the official real estate records of the county in which the property is located. GRANTEE shall be responsible for all recording fees.

All covenants and agreements herein contained shall extend to and be a binding contract upon the successors and assigns as the case may be of the respective parties. Authorization given by the Division of State Lands does not obviate the necessity of obtaining other local, regional, or federal assent to the work authorized. This Non-Exclusive Easement may not be assigned without the prior written consent of the GRANTOR, and such consent shall not be unreasonably withheld.

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IN WITNESS WHEREOF, the parties hereto have executed this Non-Exclusive Easement as of the day and year first above written.

GRANTOR:

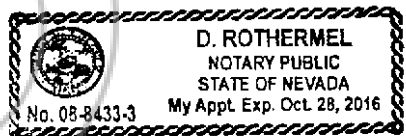
**STATE OF NEVADA
Division of State Lands**

By Charles Donohue
CHARLES DONOHUE
Administrator and Ex-Officio
State Land Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On 11/14, 2014 personally appeared before me, a notary public, CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.


D. Rothermel
NOTARY PUBLIC





APPROVED as to Form:

CATHERINE CORTEZ MASTO
Attorney General

By 

KEVIN BENSON
Deputy Attorney General

Date: 10-28-14

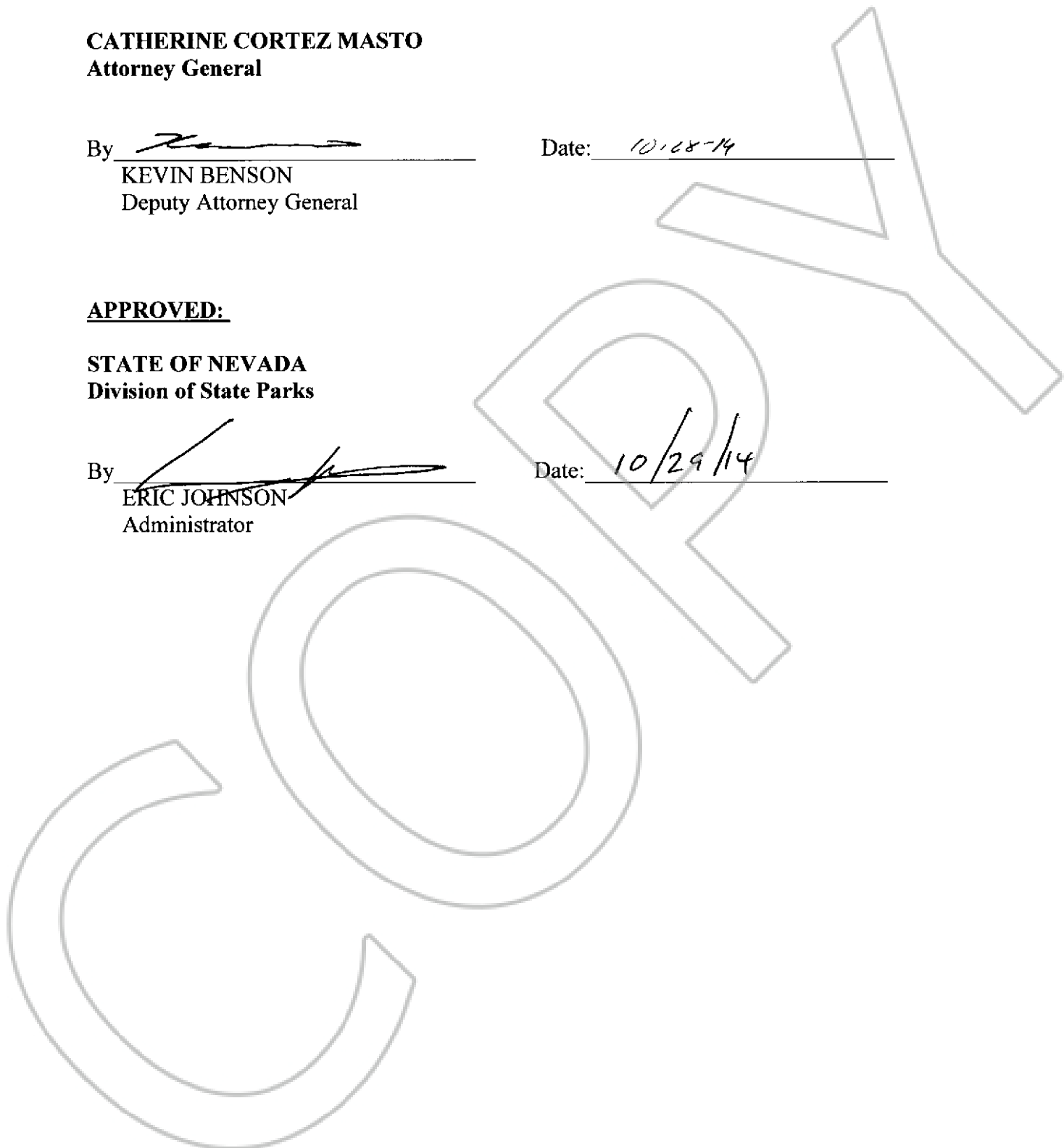
APPROVED:

STATE OF NEVADA
Division of State Parks

By 

ERIC JOHNSON
Administrator

Date: 10/29/14





Lincoln Power Company Easement at Cathedral Gorge

Those certain strips of land, 10.0 feet in width, situated in Section 31, T. 1 S, R. 68 E. and Section 6, T. 2 S, R. 68 E, MDBM, Lincoln County, Nevada centered on the lines described as follows:

Commencing at the quarter corner common to Section 31 and 32 T. 1 S, R. 68 E., MDM;
Thence N 54°57'6"W, a calculated distance of 2185.25 feet to the **POINT OF BEGINNING, ALSO REFERRED TO AS POINT A**, being an existing power pole,

From Point A, the following courses:

N 85°01'2" W, a distance of 160.43 feet,
Thence S 73°36'28" W, a distance of 72.92 feet,
Thence S 87°55'18" W, a distance of 87.14 feet,
Thence S 81°04'47" W, a distance of 41.00 feet to a point referred to as **Point B**.

From Point B, the following courses:

N 51°31'36" W, a distance of 21.49 feet,
Thence N 37°25'59" W, a distance of 25.02 feet,
Thence N 57°44'09" W, a distance of 54.15 feet,
Thence N 45°10'09" W, a distance of 48.36 feet,
Thence N 74°26'12" W, a distance of 18.00 feet to the northerly campground termination.

From Point B, the following courses:

S 15°34'06" E, a distance of 16.24 feet,
Thence S 23°43'03" W, a distance of 46.09 feet,
Thence S 33°18'19" W, a distance of 54.94 feet,
Thence S 40°17'22" W, a distance of 59.58 feet,
Thence S 47°18'03" W, a distance of 27.79 feet,
Thence S 72°01'29" W, a distance of 18.06 feet,
Thence N 69°34'02" W, a distance of 21.00 feet to the southerly campground termination.

From Point A, the following courses:

N 12°25'22" W, a distance of 709.82 feet,
Thence S 66°31'56" W, a distance of 288.22 feet
Thence S 34°37'49" W, a distance of 460 feet to the leach field termination.

From Point A, the following courses:

S 11°45'52" E, a distance of 399.04 feet,
Thence S 4°42'49" E, a distance of 3481.35 feet,
Thence S 14°6'46"E, a distance of 628.35 feet,
Thence S 15°01'21" E, a distance of 962.51 feet,
Thence S 45°22'51"E, a distance of 882.43 feet to a point referred to as **Point C**,
Thence S 45°32'42" E, a distance of 235.10 feet to a point referred to as **Point D**,
Thence S 45°19'59" E, a distance of 443.60 more or less to a point on the southeastern Park Boundary.

From Point D, the following courses:

S 65°56'10" E, a distance of 16.30,

EXHIBIT A
LEGAL DESCRIPTION
LINCOLN COUNTY POWER DIST.
EASEMENT CATHEDRAL GORGE



Thence from a tangent which bears the last described course curving to the left with a radius of 100.00 feet, through an angle of 22°32'01", an arc distance of 39.33 feet;
 Thence S 88°28'11" E, a distance of 33.4 feet;
 Thence from a tangent which bears the last described course curving to the right with a radius of 2095.00 feet, through an angle of 10°20'14", an arc distance of 377.98 feet;
 Thence, S 78°07'57" E, a distance of 159.68 feet,
 Thence from a tangent which bears the last described course, curving to the left with a radius of 15.00 feet, through an angle of 75°41'19", an arc distance of 19.82 feet,
 Thence N 26°10'44" W, a distance of 72.61 feet;
 Thence N 31°37'10" W, a distance of 29.34 feet;
 Thence from a tangent which bears the last described course curving to the right with a radius of 125.00 feet, through an angle of 68°24'54", an arc distance of 149.26 feet;
 Thence N 36°47'44" E, a distance of 130.30 feet;
 Thence from a tangent which bears the last described course curving to the right with a radius of 20.00 feet, through an angle of 93°39'12", an arc distance of 32.69 feet;
 Thence S 5°7'41" E, a distance of 15.00 feet to the terminus of this line.

From Point C, the following 2 courses:

N 24°02'31" E, a distance of 614.57 feet to a point referred to as **Point E**,
 Thence N 23°38'15" W, a distance of 300.00 feet to the terminus of this line.

From Point E, the following course:

S 32°32'45"E, a distance of 82.55 feet to the terminus of this line.

The sidelines of the above described strips of land shall be extended and shortened to terminate with the park boundary and each other.

Containing 113,006 square feet (2.59 acres) more or less.

EXHIBIT A
LEGAL DESCRIPTION
LINCOLN COUNTY POWER DIST.
EASEMENT, CATHEDRAL GORGE

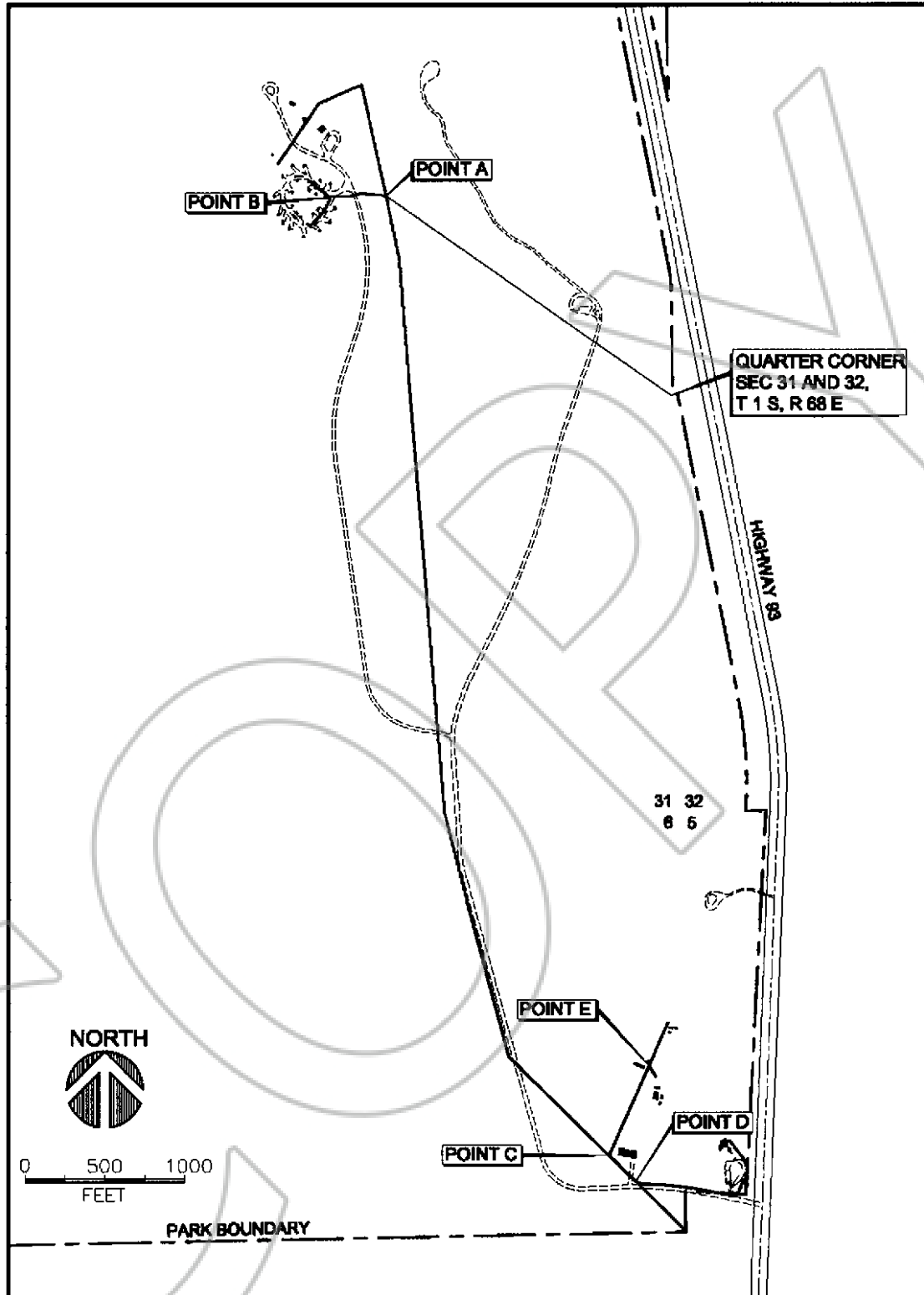


EXHIBIT B

**CATHEDRAL GORGE STATE PARK
POWER EASEMENT
LINCOLN COUNTY POWER DISTRICT**